

BOARD BILL # 318 INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG

1 An ordinance recommended by the Airport Commission, the Board of Public Service, and
2 the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the
3 Comptroller of the City of St. Louis ("St. Louis") to enter into and execute on behalf of St. Louis an
4 Agreement and Contract of Sale substantially in the form as set out in **EXHIBIT "1"** to this
5 Ordinance ("Sale Agreement"), which is attached hereto and incorporated herein, between St.
6 Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is
7 located in St. Louis County, Missouri, and Drury Displays, Inc., a Missouri corporation ("Drury"),
8 providing for the purchase by St. Louis from Drury of certain property located in St. Louis County
9 (the "Roadway Property"), which is more fully described in Section 1 and ATTACHMENT "1" of
10 the Sale Agreement, subject to and in accordance with its provisions; authorizing and directing the
11 Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis in
12 accordance with the terms of the Sale Agreement, a Special Warranty Deed substantially in the form
13 as set out in ATTACHMENT "6" to the Sale Agreement (the "Special Warranty Deed"), selling and
14 forever conveying to St. Louis, its successors in interest and assigns, the Roadway Property subject
15 to the matters of record as provided for in the Special Warranty Deed; authorizing and directing the
16 President of the Board of Public Service and the Director of Airports to enter into and execute on
17 behalf of St. Louis, in accordance with the terms of the Sale Agreement, a Special Use Permit,
18 substantially in the form as set out in ATTACHMENT "2" to the Sale Agreement (the "Special Use
19 Permit"), between St. Louis and Drury, purchasing from Drury a temporary right of access over the
20 special use permit area including the right to store equipment and supplies on the special use permit
21 area owned by Drury for a period of one hundred eighty (180) days as provided for in the Special
22 Use Permit; authorizing and directing the Director of Airports and the Comptroller of St. Louis to

1 enter into and execute on behalf of St. Louis in accordance with the terms of the Sale Agreement a
2 Billboard Lease Agreement AL-502 substantially in the form as set out in ATTACHMENT “3” to
3 the Sale Agreement (the “Billboard Lease Agreement”), between St. Louis and Drury, granting to
4 Drury, subject to the provisions of the Billboard Lease Agreement, the right and privilege to
5 construct, repair, and operate a billboard on the “Lease Premises” as defined therein, for a term
6 expiring on the twentieth (20) anniversary of the last day of the month in which construction of the
7 billboard is completed, as provided for therein; authorizing the execution of the Access Permit, in
8 accordance with the terms of the Sale Agreement, substantially in the form as set out in
9 ATTACHMENT “4” to the Sale Agreement (the “Access Permit”), between St. Louis and Drury,
10 granting Drury a non-exclusive right of access over the access permit area owned by St. Louis for
11 the sole purpose of pedestrian or vehicular ingress and egress to and from the Lease Premises over a
12 road to be constructed and maintained by Drury within the access permit area with a term ending at
13 the expiration or early termination of the Billboard Lease Agreement, as provided for in the Access
14 Permit; authorizing the execution of the Utility and Sight-Line Permit to the Lease Premises, subject
15 to the terms of the Sale Agreement, substantially in the form as set out in ATTACHMENT “5” to
16 the Sale Agreement (the “Utility Permit”), between St. Louis and Drury, granting Drury a non-
17 exclusive right of access over the utility permit area owned by St. Louis for the sole purpose of
18 installing and maintaining utility lines under the utility permit area required to provide utilities to the
19 Lease Premises for a billboard sign and certain non-exclusive rights to maintain and protect the
20 sight-line to the billboard on the Lease Premises from the adjacent highway right-of-way, as
21 provided for in the Utility Permit; authorizing the Mayor, the Comptroller, the Register, the City
22 Counselor, the Director of Airports, and other appropriate officers, agents, and employees of St.
23 Louis, with the advice of the Director of Airports, to enter into and execute on behalf of St. Louis

1 and in St. Louis' best interest any attendant or related documents, agreements, permits,
2 amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set
3 forth in the Sale Agreement, and/or deemed necessary to preserve and protect St. Louis' interest,
4 and/or to take such actions as may be necessary or appropriate in connection with the
5 consummation of the transactions contemplated herein; providing that the provisions set forth in this
6 Ordinance shall be applicable exclusively to the agreements, documents, permits, affidavits,
7 certifications, and instruments approved and/or authorized by this Ordinance; and containing
8 severability and emergency clauses.

9 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

10 **SECTION ONE.** The Director of Airports and the Comptroller of the City of St. Louis
11 ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis an
12 Agreement and Contract of Sale substantially in the form as set out in **EXHIBIT "1"** to this
13 Ordinance (the "Sale Agreement"), which is attached hereto and incorporated herein, between St.
14 Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is
15 located in St. Louis County, Missouri, and Drury Displays, Inc., a Missouri corporation ("Drury"),
16 providing for the purchase by St. Louis from Drury of certain property located in St. Louis County
17 (the "Roadway Property"), which is more fully described in Section 1 and ATTACHMENT "1" of
18 the Sale Agreement, subject to and in accordance with its provisions.

19 **SECTION TWO.** The Mayor and the Comptroller of St. Louis are hereby authorized and
20 directed to enter into and execute on behalf of St. Louis in accordance with and subject to the terms
21 of the Sale Agreement, a Special Warranty Deed substantially in the form as set out in
22 ATTACHMENT "6" to the Sale Agreement (the "Special Warranty Deed"), selling and forever

1 conveying to St. Louis, its successors in interest and assigns, the Roadway Property subject to the
2 easements, covenants, and other matters of record as provided for in the Special Warranty Deed.

3 **SECTION THREE.** The President of the Board of Public Service and the Director of
4 Airport are hereby authorized to enter into and execute on behalf of St. Louis in accordance with
5 and subject to the terms of the Sale Agreement, a Special Use Permit, substantially in the form as set
6 out in ATTACHMENT “2” to the Sale Agreement (the “Special Use Permit”), between St. Louis
7 and Drury, purchasing from Drury a temporary right of access over the special use permit area
8 including the right to store equipment and supplies on the special use permit area owned by Drury
9 for a period of one hundred eighty (180) days as provided for in the Special Use Permit.

10 **SECTION FOUR.** The Director of Airports and the Comptroller of St. Louis are hereby
11 authorized and directed to enter into and execute on behalf of St. Louis, in accordance with and
12 subject to the terms of the Sale Agreement, a Billboard Lease Agreement AL-502 substantially in
13 the form as set out in ATTACHMENT “3” to the Sale Agreement (the “Billboard Lease
14 Agreement”), between St. Louis and Drury, granting to Drury, subject to the provisions of the
15 Billboard Lease Agreement, the right and privilege to construct, repair, and operate a billboard on
16 the Billboard Lease Agreement premises (the “Lease Premises”) for a term expiring on the
17 twentieth (20) anniversary of the last day of the month in which construction of the billboard is
18 completed, as provided for therein.

19 **SECTION FIVE.** Authorizing the execution of the Access Permit, subject to and in
20 accordance with the terms of the Sale Agreement, substantially in the form as set out in
21 ATTACHMENT “4” to the Sale Agreement (the “Access Permit”), between St. Louis and Drury,
22 granting Drury a non-exclusive right of access over the access permit area owned by St. Louis for
23 the sole purpose of pedestrian or vehicular ingress and egress to and from the Lease Premises over a

1 road to be constructed and maintained by Drury within the access permit area with a term ending at
2 the expiration or early termination of the Billboard Lease Agreement, as provided for in the Access
3 Permit.

4 **SECTION SIX.** Authorizing the execution of the Utility and Sight-Line Permit to the
5 Lease Premises, subject to and in accordance with the terms of the Sale Agreement, substantially in
6 the form as set out in ATTACHMENT “5” to the Sale Agreement (the “Utility Permit”), between
7 St. Louis and Drury, granting Drury a non-exclusive right of access over the utility permit area
8 owned by St. Louis for the sole purpose of installing and maintaining utility lines under the utility
9 permit area required to provide utilities to the Lease Premises for a billboard sign and certain non-
10 exclusive rights to maintain and protect the sight-line to the billboard on the Lease Premises from
11 the adjacent highway right-of-way, as provided for in the Utility Permit.

12 **SECTION SEVEN.** The Mayor, the Comptroller, the Register, the City Counselor, the
13 Director of Airports, and other appropriate officers, agents, and employees of St. Louis, with the
14 advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of St.
15 Louis and in St. Louis’ best interest any attendant or related documents, agreements, permits,
16 amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set
17 forth in the Sale Agreement, and/or deemed necessary to preserve and protect St. Louis’ interest,
18 and/or to take such actions as may be necessary or appropriate in connection with the
19 consummation of the transactions or agreements contemplated herein.

20 **SECTION EIGHT.** The terms, covenants, and conditions set forth in this Ordinance shall
21 be applicable exclusively to the agreements, documents, permits, and instruments approved or
22 authorized by this Ordinance and shall not be applicable to any other existing or future agreements,
23 documents, permits, or instruments unless specifically authorized by an ordinance enacted after the

1 effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict
2 with this Ordinance shall be of no force or effect as to the agreements, documents, permits, and
3 instruments approved and/or authorized by this Ordinance.

4 **SECTION NINE.** The sections, conditions, or provisions of this Ordinance or portions
5 thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof
6 contained herein is held invalid by a court of competent jurisdiction, such holding shall not
7 invalidate the remaining sections, conditions or provisions of this Ordinance.

8 **SECTION TEN.** This being an Ordinance providing for a Public Work and Improvement
9 Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of
10 St. Louis' Charter and shall become effective immediately upon its approval by the Mayor of St.
11 Louis.